

1 **LAW OFFICES OF DALE K. GALIPO**

2 Dale K. Galipo (SBN 144074)
dalekgalipo@yahoo.com
3 Benjamin S. Levine (SBN 342060)
blevine@galipolaw.com
4 21800 Burbank Boulevard, Suite 310
Woodland Hills, California, 91367
5 Tel.: (818) 347-3333 | Fax: (818) 347-4118

6 **LESSEM, NEWSTAT & TOOSON, LLP**

7 Jeremy I. Lessem (SBN 213406)
jeremy@lnlegal.com
8 3450 Cahuenga Blvd., Unit 102
Los Angeles, CA 90068
Tel.: (818) 582-3087 | Fax: (818) 484-3087

9 *Attorneys for Plaintiffs*

10 Tomas A. Guterres, Esq. (State Bar No. 152729)
Chandler A. Parker, Esq. (State Bar No. 334008)

11 **COLLINS + COLLINS LLP**

12 790 E. Colorado Boulevard, Suite 600
Pasadena, CA 91101
(626) 243-1100 – FAX (626) 243-1111
13 Email: tguterres@ccllp.law
Email: cparker@ccllp.law

14 *Attorneys for Defendant County of Los Angeles*

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 MASOUMEH MOTEVALLI
18 ALAMOUTI, individually and as
successor-in-interest to Masoud
19 Rahmati, deceased; and MOSHEN
20 RAHMATI, individually,

21 Plaintiffs,

22 v.

23 COUNTY OF LOS ANGELES; and
24 DOES 1 through 10, inclusive,

25 Defendants.

26 Case No. 2:24-cv-05560-MWC-JC

27 *District Judge Michelle Williams Court
Magistrate Judge Jacqueline Chooljian*

28 **STIPULATED PROTECTIVE
ORDER**

**[Discovery Document: Referred to
Magistrate Judge Jacqueline
Chooljian]**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

16 This action involves the in-custody death of Masoud Rahmati in Los
17 Angeles's Men's Central Jail, operated by the Los Angeles County Sheriff's
18 Department, on June 13, 2023. As explained below, this action requires the
19 production of materials protected by California Evidence Code section 1040,
20 California Code of Civil Procedure section 129, California Penal Code sections
21 632, 832.7 and 832.8, the official information privilege or other state or federal
22 statutes, court rules, case decisions, or common law prohibiting dissemination and
23 disclosure. Specifically, Defendants believe that a protective order will be
24 necessary in connection with the production of video surveillance footage from
25 the bathroom/shower areas of the jail. As a result, this footage may show third
26 party inmates in various stages of undress. Additionally, Defendants believe a
27 protective order may be necessary when producing confidential personnel and

1 training records of the individually named Deputies. These records qualify as
2 personnel records under California Penal Code section 832.8.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately
5 protect information the parties are entitled to keep confidential, to ensure that the
6 parties are permitted reasonable necessary uses of such material in preparation for
7 and in the conduct of trial, to address their handling at the end of the litigation,
8 and serve the ends of justice, a protective order for such information is justified in
9 this matter. It is the intent of the parties that information will not be designated as
10 confidential for tactical reasons and that nothing be so designated without a good
11 faith belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: This pending federal lawsuit.

15 2.2 Challenging Party: A Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.5 Designating Party: a Party or Non-Party that designates information
24 or items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6 Disclosure or Discovery Material: all items or information,
27 regardless of the medium or manner in which it is generated, stored, or maintained

1 (including, among other things, testimony, transcripts, and tangible things), that
2 are produced or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this
7 Action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action
13 and have appeared in this Action on behalf of that party or are affiliated with a law
14 firm which has appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and
17 their support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits
22 or demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

28

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Once a case proceeds to trial, all of the information that was designated as
11 confidential or maintained pursuant to this protective order becomes public and
12 will be presumptively available to all members of the public, including the press,
13 unless compelling reasons supported by specific factual findings to proceed
14 otherwise are made to the trial judge in advance of the trial. See Kamakana v.
15 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
16 (distinguishing “good cause” showing for sealing documents produced in
17 discovery from “compelling reasons” standard when merits-related documents are
18 part of court record). Accordingly, the terms of this protective order do not extend
19 beyond the commencement of the trial.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 **5.1 Exercise of Restraint and Care in Designating Material for**
22 **Protection.** Each Party or Non-Party that designates information or items for
23 protection under this Order must take care to limit any such designation to specific
24 material that qualifies under the appropriate standards. The Designating Party
25 must designate for protection only those parts of material, documents, items, or
26 oral or written communications that qualify so that other portions of the material,

1 documents, items, or communications for which protection is not warranted are
2 not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited.
4 Designations that are shown to be clearly unjustified or that have been made for
5 an improper purpose (e.g., to unnecessarily encumber the case development
6 process or to impose unnecessary expenses and burdens on other parties) may
7 expose the Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that
9 it designated for protection do not qualify for protection, that Designating Party
10 must promptly notify all other Parties that it is withdrawing the inapplicable
11 designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided
13 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for
15 protection under this Order must be clearly so designated before the material is
16 disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or
19 electronic documents, but excluding transcripts of depositions or other pretrial or
20 trial proceedings), that the Producing Party affix at a minimum, the legend
21 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
22 contains protected material. If only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly identify the
24 protected portion(s) (e.g., by making appropriate markings in the margins).
25 Whenever possible, the “CONFIDENTIAL legend” should be placed in the
26 margins of the designated document. The “CONFIDENTIAL legend” should not
27 obscure the contents of the document or material. (See Local Rule 11-3.1.)

28

1 A Party or Non-Party that makes original documents available for
2 inspection need not designate them for protection until after the inspecting Party
3 has indicated which documents it would like copied and produced. During the
4 inspection and before the designation, all of the material made available for
5 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
6 identified the documents it wants copied and produced, the Producing Party must
7 determine which documents, or portions thereof, qualify for protection under this
8 Order. Then, before producing the specified documents, the Producing Party must
9 affix the “CONFIDENTIAL legend” to each page that contains Protected
10 Material. If only a portion or portions of the material on a page qualifies for
11 protection, the Producing Party also must clearly identify the protected portion(s)
12 (e.g., by making appropriate markings in the margins).

13 (b) for testimony given in depositions that the Designating Party
14 identify the Disclosure or Discovery Material on the record, before the close of the
15 deposition all protected testimony.

16 (c) for information produced in some form other than
17 documentary and for any other tangible items, that the Producing Party affix in a
18 prominent place on the exterior of the container or containers in which the
19 information is stored the legend “CONFIDENTIAL.” If only a portion or portions
20 of the information warrants protection, the Producing Party, to the extent
21 practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
23 failure to designate qualified information or items does not, standing alone, waive
24 the Designating Party’s right to secure protection under this Order for such
25 material. Upon timely correction of a designation, the Receiving Party must make
26 reasonable efforts to assure that the material is treated in accordance with the
27 provisions of this Order.

28

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be
8 on the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the Designating
11 Party has waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it is
13 entitled under the Producing Party's designation until the Court rules on the
14 challenge.

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1 Basic Principles. A Receiving Party may use Protected Material that
17 is disclosed or produced by another Party or by a Non-Party in connection with
18 this Action only for prosecuting, defending, or attempting to settle this Action.
19 Such Protected Material may be disclosed only to the categories of persons and
20 under the conditions described in this Order. When the Action has been
21 terminated, a Receiving Party must comply with the provisions of section 13
22 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a
24 location and in a secure manner that ensures that access is limited to the persons
25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party, a
28

1 Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this
4 Action, as well as employees of said Outside Counsel of Record to whom it is
5 reasonably necessary to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
8 this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and
15 Professional Vendors to whom disclosure is reasonably necessary for this Action
16 and who have signed the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A);

18 (g) the author or recipient of a document containing the
19 information or a custodian or other person who otherwise possessed or knew the
20 information;

21 (h) during their depositions, witnesses, and attorneys for
22 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)
23 the deposing party requests that the witness sign the form attached as Exhibit 1
24 hereto; and (2) they will not be permitted to keep any confidential information
25 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
26 A), unless otherwise agreed by the Designating Party or ordered by the court.
27 Pages of transcribed deposition testimony or exhibits to depositions that reveal
28

1 Protected Material may be separately bound by the court reporter and may not be
2 disclosed to anyone except as permitted under this Stipulated Protective Order;
3 and

4 (i) any mediator or settlement officer, and their supporting
5 personnel, mutually agreed upon by any of the parties engaged in settlement
6 discussions.

7 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
8 **PRODUCED IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other
10 litigation that compels disclosure of any information or items designated in this
11 Action as “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such
13 notification shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena
15 or order to issue in the other litigation that some or all of the material covered by
16 the subpoena or order is subject to this Protective Order. Such notification shall
17 include a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to
19 be pursued by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served
21 with the subpoena or court order shall not produce any information designated in
22 this action as “CONFIDENTIAL” before a determination by the court from which
23 the subpoena or order issued, unless the Party has obtained the Designating
24 Party’s permission. The Designating Party shall bear the burden and expense of
25 seeking protection in that court of its confidential material and nothing in these
26 provisions should be construed as authorizing or encouraging a Receiving Party in
27 this Action to disobey a lawful directive from another court.

28

**9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the

1 court. Absent a court order to the contrary, the Non-Party shall bear the burden
2 and expense of seeking protection in this court of its Protected Material.

3 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not authorized
6 under this Stipulated Protective Order, the Receiving Party must immediately
7 (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use
8 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
9 inform the person or persons to whom unauthorized disclosures were made of all
10 the terms of this Order, and (d) request such person or persons to execute the
11 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
12 A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
14 **OTHERWISE PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other
17 protection, the obligations of the Receiving Parties are those set forth in Federal
18 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
19 whatever procedure may be established in an e-discovery order that provides for
20 production without prior privilege review. Pursuant to Federal Rule of Evidence
21 502(d) and (e), insofar as the parties reach an agreement on the effect of
22 disclosure of a communication or information covered by the attorney-client
23 privilege or work product protection, the parties may incorporate their agreement
24 in the stipulated protective order submitted to the court.

25 **12. MISCELLANEOUS**

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of
27 any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in
4 this Stipulated Protective Order. Similarly, no Party waives any right to object on
5 any ground to use in evidence of any of the material covered by this Protective
6 Order.

7 12.3 Filing Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 79-5. Protected Material
9 may only be filed under seal pursuant to a court order authorizing the sealing of
10 the specific Protected Material at issue. If a Party's request to file Protected
11 Material under seal is denied by the court, then the Receiving Party may file the
12 information in the public record unless otherwise instructed by the court.

13 **13. FINAL DISPOSITION**

14 After the final disposition of this Action, as defined in paragraph 4, within
15 60 days of a written request by the Designating Party, each Receiving Party must
16 return all Protected Material to the Producing Party or destroy such material. As
17 used in this subdivision, "all Protected Material" includes all copies, abstracts,
18 compilations, summaries, and any other format reproducing or capturing any of
19 the Protected Material. Whether the Protected Material is returned or destroyed,
20 the Receiving Party must submit a written certification to the Producing Party
21 (and, if not the same person or entity, to the Designating Party) by the 60 day
22 deadline that (1) identifies (by category, where appropriate) all the Protected
23 Material that was returned or destroyed and (2) affirms that the Receiving Party
24 has not retained any copies, abstracts, compilations, summaries or any other
25 format reproducing or capturing any of the Protected Material. Notwithstanding
26 this provision, Counsel are entitled to retain an archival copy of all pleadings,
27 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
28

1 correspondence, deposition and trial exhibits, expert reports, attorney work
2 product, and consultant and expert work product, even if such materials contain
3 Protected Material. Any such archival copies that contain or constitute Protected
4 Material remain subject to this Protective Order as set forth in Section 4
5 (DURATION).

6

7 14. Any violation of this Order may be punished by any and all appropriate
8 measures including, without limitation, contempt proceedings and/or monetary
9 sanctions.

10

11 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

12

13 Dated: February 19, 2025

LAW OFFICES OF DALE K. GALIPO

14

15

By: /s/ Benjamin S. Levine
DALE K. GALIPO
BENJAMIN S. LEVINE¹
Attorneys for Plaintiffs

16

17

Dated: February 19, 2025

COLLINS + COLLINS LLP

18

19

20

By: /s/ Chandler A. Parker
TOMAS A. GUTERRES
CHANDLER A. PARKER
Attorneys for Defendant
County of Los Angeles

21

22

23

24

25

26

27

28

¹ Pursuant to Local Rule 5-4.3.4, as the filer of this document, I attest that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
2
3 DATED: _____
4
5 Honorable Jacqueline Chooljian
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Honorable Jacqueline Chooljian
United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3

4 I, _____ [print or type full name], of
5 _____ [print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the
8 Central District of California on _____ [date] in the case of *Masoumeh*
9 *Motevalli Alamouti et al. v. County of Los Angeles*, Case No.: 2:24-cv-05560-
10 MWC-JC. I agree to comply with and to be bound by all the terms of this
11 Stipulated Protective Order and I understand and acknowledge that failure to so
12 comply could expose me to sanctions and punishment in the nature of contempt. I
13 solemnly promise that I will not disclose in any manner any information or item
14 that is subject to this Stipulated Protective Order to any person or entity except in
15 strict compliance with the provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District
17 Court for the Central District of California for the purpose of enforcing the terms
18 of this Stipulated Protective Order, even if such enforcement proceedings occur
19 after termination of this action. I hereby appoint _____
20 [print or type full name] of _____ [print or type
21 full address and telephone number] as my California agent for service of process
22 in connection with this action or any proceedings related to enforcement of this
23 Stipulated Protective Order.

24

25 Date: _____ Signature: _____

26 Printed name: _____

27 City and State where sworn and signed: _____